

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION**

THE UNITED STATES OF AMERICA ,

Plaintiffs,

CV-07-50-M-DWM

v.

THE TIRE DEPOT, INC., ROXANNE REUM, VERNON REUM,

Defendants,

CONSENT DECREE

I. BACKGROUND

A. The United States of America has filed a complaint in the above-captioned matter against The Tire Depot, Inc., a Montana corporation, Roxanne Reum, and Vernon E. Reum (collectively "Defendants"), pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Site.

B. The Parties hereto desire to settle, compromise and resolve the Plaintiff's claims against Defendants.

C. Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

D. The United States has reviewed the financial information submitted by Defendants to determine whether Defendants are financially able to pay response costs incurred and to be

incurred at the Site. Based upon this financial information (and considering Defendants' overall financial condition and demonstrable constraints on the ability of the Defendants to raise revenues), the United States has determined that Defendants are able to pay the amounts specified in Sections V (Payment of Response Costs) and still maintain basic business operations.

E. The Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid further prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9604, 9607, and 9613(b) and also has personal jurisdiction over the Defendants. The Parties consent to and shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the Parties and their successors and assigns. Any change in ownership or corporate or other legal status shall not alter the status or responsibilities of the Parties under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA, or in regulations promulgated under CERCLA, shall have the meaning assigned to them therein. When terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.
- b. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- c. "Defendants" shall mean The Tire Depot, Inc., a Montana corporation, Roxanne Reum, and Vernon E. Reum .
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- e. "Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Net Northland Proceeds" shall mean the amount Defendants recover from Northland Insurance Company, by settlement or judgment, in the Northland Case less attorney fees and costs.
- h. "Northland Case" shall mean the lawsuit filed or to be filed by the Defendants against Northland Insurance Co. Inc., for a denial of Defendants' insurance claim arising out of the tire fire at the Site on September 25, 2001.

i. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the parties to this Consent Decree: the United States and the Defendants.

k. "Property" shall mean that property owned by the defendant Roxanne Reum on September 25, 2001, on which the business "The Tire Depot, Inc." is located and is described as follows:

A portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 25, T. 22 N., R. 20 W., P.M.M., Lake County, Montana, and being more particularly described as follows:

Commencing at the one-quarter corner common to Sections 25 and 26, T. 22 N., R. 20 W., P.M.M.; thence S. 89°49'00" E., 53.50 feet to the easterly right-of-way of US Highway #93; thence S. 00°05'00" E., on and along said right-of-way, 781.22 feet to the point of beginning; thence N. 89°00'37" E., 285.89 feet; thence S. 07°41'57" E., 66.33 feet; thence S. 79°51'36" E., 305.27 feet; thence S. 00°00'19" E., 776.56 feet; thence N. 89°40'13" W., 596.01 feet to said highway right-of-way; thence N. 00°02'39" E., on and along said highway right-of-way, 887.67 feet to the point of beginning, containing 11.57 acres, subject however to all easements, reservations and restrictions, apparent or of record.

Tract B, C.O.S. No. 5243.

Less, the following described property sold to the Montana Department of Transportation on April 7, 2000:

Parcel No. 5-88 on Montana Department of Transportation Project NH 0002(418), as shown on the Right-of-Way plan for said project on file in the office of the County Clerk and Recorder of Lake County, Montana. Said parcel is also described as a tract of land within Tract "B" of Certificate of Survey No. 5243, situated in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, as shown by the shaded area on

the plat, consisting of 2 sheets attached hereto and made a part hereof, containing an area of 0.260 ha (0.64 acre), more or less.

Also, the Grantor(s) hereby convey to the Montana Department of Transportation all rights of ingress and egress to, from and between the existing right-of-way of Project NH 0002(418) and the adjacent property of the Grantor(s).

l. "Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States Environmental Protection Agency incurred in responding to a fire at the Site on or around September 25, 2001, plus interest on all such costs that have accrued pursuant to 42 U.S.C. § 9607(a). Solely for the purposes of this Consent Decree, Response Costs shall be deemed to not exceed \$320,000, an amount agreed upon in negotiations between the Parties. This Consent Decree does not prevent Defendants from seeking full recovery of Response Costs in the Northland Case to the extent Montana law allows.

m. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

n. "Site" shall mean the property located at 54830 Highway 93 South, Ronan, Lake County, Montana where the Tire Depot, Inc. facility is located. The Site is identified with EPA identification number MT0012093960.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. Cash Payment. Within thirty (30) days of entry of this Consent Decree, the Defendants shall pay the United States \$50,000. Payments shall be made by FedWire Electronic Funds transfer ("EFT") to the U.S. Department of Justice account in accordance with current

EFT procedures. Payment to the Hazardous Substance Superfund shall refer to EPA Region and Site Spill ID Number 08-EK, and DOJ Case Number 90-11-3-08429. Payments shall be made in accordance with instructions provided to the Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Montana following lodging of this Consent Decree. Any payments received by the Department of Justice after 3:00 p.m. Eastern Time shall be credited on the next business day. The Defendants shall send notice to EPA and DOJ that the payments have been made in accordance with Section XI (Notices and Submissions) and to:

Regional Financial Manager
U.S. EPA Region 8
1595 Wynkop Street
Denver, CO 80202-1129

Cost Recovery Program Manager
U.S. EPA Region 8
1595 Wynkop Street
Denver, CO 80202-1129

5. Payment from Possible Net Northlands Proceeds.

- a. The Defendants have filed suit or will file suit against Northland Insurance Company (the "Northland Case") to recover the amount of EPA's claim against The Tire Depot.
- b. Within 30 days of receipt of any payment by or from Northland as a result of a settlement of or judgment in the Northland Case, Defendants will pay EPA fifty percent (50%) of the Net Northland Proceeds. Payment shall be made in the manner prescribed in Paragraph 4, above. Defendants shall also provide the United States with documentation of the settlement or judgment amount, attorneys fees, and costs.

**VI. PROCEEDS OF SALE OF TIRE DEPOT, INC. OR
PROPERTY ON WHICH IT IS LOCATED**

6. At such time the corporate entity (including the assets thereof) Tire Depot, Inc. a Montana corporation, and/or the Property is/are sold, the Defendants agree to pay EPA any amount over \$500,000 (minus the cost of equipment or machinery acquired by the Tire Depot, Inc. after the date of entry of this decree and/or the cost of improvements to the Property made after the date of entry of this Consent Decree) that is received from such sale, subject to the limitation set forth in Paragraph 7, within 30 days of such sale. Payment shall be made in the manner prescribed in Paragraph 4, above. For the purposes of this paragraph, changing the title of the Property from Roxanne Reum to the Tire Depot, Inc., shall not constitute a sale of the Property.

7. The total amount Defendants shall be required to pay under this Consent Decree shall not exceed \$320,000. To the extent the sum of the amounts paid under Paragraphs 4, 5, and 6 would exceed \$320,000, the Defendants may reduce the payment required under Paragraph 5 and 6 such that the sum of the amounts paid does not exceed \$320,000.

VII. NOTICE OF TRANSFERS OR LEASES

8. Defendants agree to notify EPA of a pending transfer or sale of the corporate entity Tire Depot, Inc. or all or any part of the Property at least 60 days before the closing date (with the exception of the conveyance of the title of the Property from Roxanne Reum to The Tire Depot, Inc.). The notice shall include:

a. The purchase price (even if it is zero), other non-cash consideration for the sale, a good faith estimate of the value of the non-cash consideration, and a good faith estimate of closing costs;

b. Documentation of the cost of equipment or machinery acquired by the Tire Depot, Inc. after the date of entry of this decree and/or the cost of improvements to the Property made after the date of entry of this Consent Decree (to the extent Defendants seek credit for such costs pursuant to Paragraph 6); and

c. If one has been prepared, a written report of an appraisal of the Property (or any portion thereof).

9. At any time after receiving Defendants' written notice of a pending transfer or sale of the Property, the United States may request information from Defendants regarding the transfer or sale, which information Defendants shall provide within ten days of the request.

10. Defendants agree to pay all past, current, and future real property taxes on the Property as they accrue until the Property is sold. Defendants further agree not to mortgage or otherwise encumber the Property beyond existing obligations, except by leasing it under commercially reasonable terms.

11. In the event of a transfer of all or any part of the Property, the Parties shall continue to be bound by all remaining terms and conditions, and subject to all of the benefits of this Consent Decree.

IX. FAILURE TO COMPLY WITH CONSENT DECREE

12. Interest on Late Payments. If Settling Defendant fails to make any payment under Paragraphs 4 or 5 (Payment of Response Costs) or Paragraph 15 by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

13. Stipulated Penalty.

a. If any amounts due to EPA under Paragraphs 4, 5 and 6 are not paid by the required date, Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 25, \$250 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. Payments shall be made by Federal Wire Electronic Funds Transfer ("EFT") to the Federal Reserve Bank of New York City with the following information:

ABA - 021030004
TREAS NYC/CTR
BNF/AC 68011008
Ref: Pablo Tire Fire Site

Any payments received by the Federal Reserve Bank after 3:00 p.m. (Eastern Time) will be credited on the next business day. Copies of the wire confirmation for payments made pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States as provided in Section XIII (Notices and Submissions and to:

U.S. Environmental Protection Agency, Region 8
Financial Management Officer
1595 Wynkop Street
Denver, CO 80202-1129

c. At the time of each payment, Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XVII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 08-EK, DOJ Case Number 90-11-3-08429, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

14. If the United States brings an action to enforce this Consent Decree, Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

15. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Defendants' failure to comply with the requirements of this Consent Decree.

16. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Defendants from payment as required by Section V or VI or from performance of any other requirements of this Consent Decree.

X. COVENANT NOT TO SUE BY UNITED STATES

17. Except as specifically provided in Section XI (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), with regard to Response Costs at the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs). This covenant not to sue is conditioned upon the satisfactory performance by Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Defendants and does not extend to any other person.

XI. RESERVATION OF RIGHTS BY UNITED STATES

18. The United States reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all matters not expressly included within the Covenant Not to Sue by the United States in Paragraph 17. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Defendants with respect to:

- a. liability for failure of Defendants to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States other than Response Costs;
- c. criminal liability; and
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

19. Notwithstanding any other provision of this Consent Decree, EPA reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to

commence a new action seeking relief other than as provided in this Consent Decree, if the financial information provided by Defendants on September 6, 2005 and November 4, 2005 is false or, in any material respect, inaccurate.

XII. COVENANT NOT TO SUE BY SETTLING DEFENDANT

20. Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Montana, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.

21. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

22. Defendants agree not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Defendants with respect to the Site is based solely on having

arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before September 25, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

23. The waiver in Paragraph 22 shall not apply with respect to any defense, claim, or cause of action that Defendants may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against Defendants. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

24. Except as provided in Paragraph 22 (Non-Exempt De Micromis Waiver), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 22 (Non-Exempt De Micromis Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. The Parties agree, and by entering this Consent Decree this Court finds, that Defendants are entitled, effective as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Response Costs at the Site.

26. Defendants agree that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. This provision does not apply to the suits brought against Lake County, Montana and the State of Montana or to the suit Defendants intend to file against Northland Insurance Company, as notice of these actions or potential actions has already been provided. Defendants also agree that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, Defendants shall notify EPA and DOJ within 10 days of service or receipt of any Motion for

Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

27. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section X.

IX. REIMBURSEMENT OF ATTORNEYS FEES

28. Each Party shall bear its own attorneys fees and other costs of litigation incurred in this action.

XII. RETENTION OF RECORDS

29. Until ten (10) years after the entry of this Consent Decree or until entry of a final judgment in this action, whichever is later, Defendants shall preserve and retain all records and documents now in their possession or control, or which come into their possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site. This paragraph does not apply to any documents that have already been produced or made available to the parties in this action pursuant to the Federal Rules of Civil Procedure.

XIII. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States and the Defendants, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-08429)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Dana Stotsky, Esq.
Legal Enforcement Program
U.S. EPA Region 8
1595 Wynkop Street
Denver, CO 80202-1129

As to the Defendants:

Thomas Beers, Esq.
234 East Pine Street
P.O. Box 7968
Missoula, Montana 59807-7968

XIV. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION

32. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement between them other than those expressly contained in this Consent Decree.

XVI. OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Decree shall be lodged with this Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

34. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. EFFECTIVE DATE

35. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVIII. SIGNATORIES/SERVICE

36. The Deputy Section Chief, Environmental Enforcement Section, United States Department of Justice, and the signatories for Defendants each certify that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

37. The Defendants agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified them in writing that they can no longer support entry of the Consent Decree based on facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

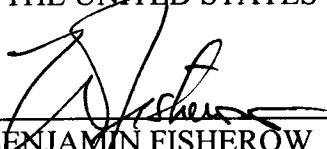
SO ORDERED THIS ____ DAY OF _____, 2007.

United States District Judge

HE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Tire Depot, et al., relating to the Tire Depot Superfund Site.

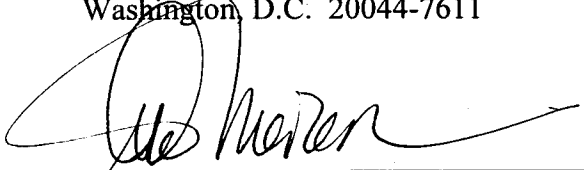
FOR THE UNITED STATES OF AMERICA:

Date: 30 April 2007




W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Date: Apr 30 2007



WILLIAM W. MERCER
United States Attorney
District of Montana
2929 Third Avenue North, Suite 400
Billings, Montana 59101

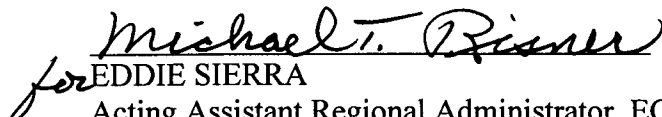
Date: 4/16/07




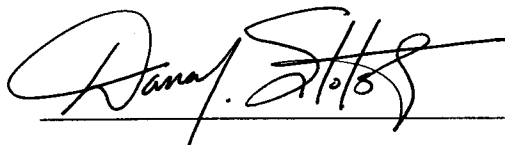
JAMES D. FREEMAN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
1961 Stout Street; Eighth Floor
Denver, Colorado 80202
(303) 844-1489

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Tire Depot, et al., relating to the Tire Depot Superfund Site.

FOR THE U.S. EPA:


for EDDIE SIERRA
Acting Assistant Regional Administrator, ECEJ
U.S. Environmental Protection Agency
Region VIII
1595 Wynkop Street
Denver, CO 80202-1129


CAROL RUSHIN
Assistant Regional Administrator, EPR
U.S. Environmental Protection Agency
Region VIII
1595 Wynkop Street
Denver, CO 80202-1129


DANA STOTSKY
Enforcement Attorney
U.S. Environmental Protection Agency
Region VIII
1595 Wynkop Street
Denver, CO 80202-1129

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FOR DEFENDANT THE TIRE DEPOT, INC.

Date: 2-6-07

by: Vernon Reum
President

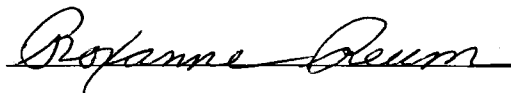
Date: 2-6-07

attestation: Royanne Reum
Secretary

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Tire Depot, et al., relating to the Tire Depot Superfund Site.

FOR DEFENDANT ROXANNE REUM

Date: 2-6-2007

A handwritten signature in cursive script, reading "Roxanne Reum", written over a horizontal line.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Tire Depot, et al., relating to the Tire Depot Superfund Site.

FOR DEFENDANT VERNON REUM

Date: 2-6-07

Vernon Reum